

General Terms and Conditions of Rental for the Station Business of Euromobil GmbH including Rental via Machine

Preamble

Euromobil GmbH provides mobility services for private and business customers. As a brand rental company affiliated with the Volkswagen Group, Euromobil GmbH provides tailored mobility under the trade name **Volkswagen Financial Services | Rent-a-Car** and **Euromobil | Rent-a-Car**. The following terms and conditions apply to all rental contracts between Euromobil GmbH (hereinafter the Lessor) and its rental customers (hereinafter the Lessee).

Part A - Euromobil GmbH station rental

I. Conclusion of contract and rental object

1. A rental contract is concluded between the Lessor and the Lessee following a price quote and acceptance thereof. The Lessor provides the Lessee with a price quote by issuing a rental contract which the Lessee can accept by signing it.
2. The rental contract is fundamentally concluded on site in one of the Lessor's rental stations. In deviation from Section I No. 1 of these AVB and as an urgent service, the rental contract can also be concluded by a partner authorised by the Lessor or directly with the Lessee as part of a collect-and-deliver service.
3. The Lessee shall select a vehicle category as per the available and current offer as part of their online reservation or in the rental station. Online reservation is free of charge and non-binding both for price groups as well as for vehicle classes. Neither of the parties thereby has a legal claim. Reservations confirmed by the Lessor shall only be honoured on the pick-up day until one hour after the arranged pick-up time. The reservation loses its validity thereafter. Subject to availability, the specific rental object provided shall be a vehicle of the class selected by the Lessee which is provided to the Lessee in the rental station.
4. The authorised number of rented vehicles per Lessee is limited to one (1) vehicle. The parties can agree on deviating conditions.
5. The respective valid "Short-term rental - Additional Services / Services / Accessories Price List" for all additional costs and fees (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>) shall form the basis of the rental contract and these General Terms and Conditions of Rental (AVB).

II. Rental term, rental interest, deposit

1. Rental term

The maximum rental term for short-term rental is sixty (60) days. Insofar as the vehicle is used for less than the contractually agreed rental term, the Lessee shall nevertheless owe the fee for the contractually agreed rental term, unless the Lessor is liable for the failure to fulfil the contractually agreed rental term.

2. Rental interest

- a) The rental interest (plus any agreed charges such as accessories, transfers, deposits etc.) plus value added tax as legally applicable shall be calculated according to the rate agreed in the rental contract. Additional costs can be incurred for special services. Special services are to be understood in particular as costs for filling up fuel, costs for charging, service fees, processing fees, and the remuneration of excess mileage. The prices and the further additional services can be found in the respective valid "Short-term rental" price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>). Any special prices and price discounts are only applicable in case of prompt payment.
- b) The calculation of the rental interest begins at the contractually agreed commencement of the rental agreement and ends upon the contractually agreed end of the rental term. Refunds shall not be paid in the event

of later collection or earlier return of the vehicle. In the event of an extension of the originally agreed rental term, the rental interest shall be calculated according to the rate applicable upon conclusion of the extension.

- c) Insofar as the Lessee wishes to extend the rental term, the Lessee shall agree upon the contractual extension with the Lessor, sign, and provide the previously selected payment means in the rental station for advance payment purposes prior to expiry of the originally agreed rental term. Payment of the rental price through offsetting the deposit paid is not permissible. The extension is subject to the Lessor's agreement.

3. Deposit

- a) The Lessor is entitled to request a deposit to the sum of at least two hundred and fifty (250.00) EUR and a maximum of eight hundred (800.00) EUR. The deposit serves to ensure the Lessor's enforcement of any claims due to late return of or damage to the rental vehicle.
- b) The deposit amount varies depending on vehicle group, age of Lessee, and length of time a driving license has been held, and can be queried in the station. The same applies to the vehicle group to which the respective rental vehicle belongs.

III. Payment methods

1. Invoicing and due date

- a) The Lessee consents to the Lessor being able to provide the invoice in digital form and send it to the invoice recipient stated by the Lessee. In this event, the Lessee already consents to no longer receiving a paper invoice and to the Lessor sending a digital invoice which conforms with the legal requirements to the saved email address. The Lessee may revoke their consent to invoices being sent in this form at any time. In such event, the Lessor shall send a paper invoice to the Lessee.
- b) The Lessee is responsible for ensuring that the Lessor's digital invoices can be received. The Lessee is liable for any malfunctions on their receiving device or any other circumstances which prevent delivery (incorrect email address, full inbox, etc.). An invoice is deemed to have been received by the Lessee as soon as they have become aware of it or could have become aware of it under normal circumstances. The Lessee is obliged to also regularly check their junk mail inbox. Insofar as the Lessor only sends a notification and the Lessee can retrieve the invoice themselves or the Lessor provides access to the invoice, the invoice is deemed to have been received once the Lessee has retrieved it. The Lessee is obliged to retrieve provided invoices at appropriate intervals.
- c) The Lessee shall immediately inform the Lessor if they have not received the invoice within thirty (30) days after returning the vehicle. If the invoice cannot be re-sent via email, the Lessor shall send a paper copy of the invoice and shall indicate that it is a copy.
- d) For direct debit card and credit card payment, the rental price and the deposit are payable immediately and shall be paid in advance insofar as no other contractual agreements have been made.
- e) All charges that are not payable in advance are payable fourteen (14) days after the issue date of the invoice. The exact date can be found on the invoice.

2. Accepted payment methods:

- a) Direct debit card
 - b) Credit card
 - c) Invoice
- Cash payment is not possible.

3. Prohibition of set-off and right of lien

The Lessee may only offset against the Lessor's demands if the Lessee's counterclaim is undisputed or a court judgement exists; the Lessee may only exercise a right of lien insofar as it is based on claims arising from this contract.

4. Default

- a) In the event that the Lessee defaults on payment, legally applicable default interest is payable. For consumers, the default interest is 5% points above the base interest rate, for business customers the default interest is 9% points above the base interest rate. The Lessee may prove a lower default damage. If the hiring of a debt collection agency becomes necessary in case of default, the Lessee is liable for costs thereby incurred

insofar as the Lessee was not identifiably unable or unwilling to make the payment and has not raised any other objections against the payment demand. If the invoice amount has not been paid by the due date, the default interest is payable in addition to the outstanding amount.

- b) Furthermore, the Lessee is also liable for further costs resulting from the payment default. The first payment reminder is free of charge. As of the second payment reminder, the Lessee shall be liable to pay a fixed charge of 2.50 EUR per reminder. The Lessee's right to prove that lower or no additional costs were incurred due to default is reserved.

IV. Transfer and return of vehicle, night deposit box and return outside of business hours

1. Transfer of vehicle

- a) The Lessor is obliged to transfer the vehicle subject to the contract to the Lessee on the agreed date, at the agreed location, and at the agreed time.
- b) A full record of vehicle transfer shall be drawn up to document transfer of the vehicle from the Lessor to the Lessee.
- c) The Lessee obliges to contribute to the drafting of the full transfer record according to the best of their knowledge and to point out any damages to the vehicles of which they become aware.
- d) The Lessee shall provide valid photo identification (ID card or passport) upon transfer of the vehicle. Where a passport is presented, an additional proof of registered address is required. Furthermore, upon acceptance of the vehicle, the Lessee shall prove that they are in possession of a valid driving permit for use in Germany according to Section IV No. 1. d) i. - iv. of these AVB. The valid driving permit shall be proven by presenting an original driving license.

Furthermore, the following shall apply:

- i. Driving licenses from non-EU/EEA states shall be accepted if there is no visa entered in the Lessee's passport, or if there is a visa in the Lessee's passport and they have not yet resided in an EU/EEA state for longer than 6 months at the time of rental. If they have been resident in an EU/EEA state for longer than 6 months, a driving license from an EU/EEA state must be provided. Driving licenses not issued in Latin characters (Arabic, Japanese, Cyrillic etc.) must be provided in combination with an international driving license. For driving licenses from countries which are not signatories to the international driving permit agreement, a certified translation is required in addition to the original driving license.
- ii. In case the Lessor has doubts about the Lessee's identity, their driving permit, or their creditworthiness, the Lessor is entitled to refrain from transferring the vehicle until such a point as the Lessee has satisfactorily clarified the doubts about their identity, driving permit, and/or creditworthiness.
- iii. If the Lessee fails to provide a valid identification document and/or valid driving permit upon transfer of the vehicle, the vehicle shall not be transferred to the Lessee. The Lessee is liable for any resulting costs. Moreover, the Lessor reserves the right to withdraw from the concluded rental contract. In that case, the Lessee has no claims resulting from non-fulfilment of contract.
- iv. The Lessee obliges to immediately inform the Lessor in writing of the imposition of a driving ban and/or seizure of their driving license and/or that of their drivers during the contract term. In case of a driving ban, the Lessor reserves the right to withdraw from the concluded rental contract.
- e) The Lessor shall transfer the vehicle to the Lessee in a technically flawless and clean condition.
- f) The Lessor shall provide the vehicle with a full fuel tank or with a drive battery charged to at least 80%.

2. Vehicle return

- a) The Lessee is obliged to return the vehicle subject to the contract after expiry of the rental agreement to the Lessor on the agreed date and at the agreed location and time.
- b) The vehicle shall be inspected by the Lessor or a person authorised to do so on their behalf and the current vehicle condition along with any missing parts, mileage, fuel tank levels or charging levels of the drive battery, any damages, soilings, smoke odours etc., insofar as these are obviously discernible, shall be documented in accordance with Section IV No. 1 b) and c). The right to claim for further damages, soiling etc. not documented in that report remains unaffected.
- c) The Lessee shall return the vehicle with all accessories in an orderly condition as per the contract.
- d) The vehicle is deemed to be in an orderly condition in particular if the vehicle is in a flawless condition, with complete accessories (both specially rented as well as standard accessories provided in the vehicle by the manufacturer, in particular charging accessories, charging cables, vehicle tool kits, vehicle log book, service

booklet, registration certificate (Part 1), high visibility vests, warning triangle, first-aid box, floor mats, keys, remote controls, spare wheel/tirefit, ashtray, aerial, memory cards, GPS CD or DVD etc.), with mileage as contractually agreed, in a roadworthy and operable condition without damages, technical or optical flaws or damages, and clean. Flaws or damages which occur during careful and normal use of the rental vehicle and are due to normal ageing or wear-related deterioration constitute an orderly condition.

- e) If the Lessor or a person authorised by them identifies damages to the vehicle upon return which were not present upon transfer of the vehicle to the Lessee and not documented in the transfer report, these damages shall be documented in the return report. The Lessor reserves the right to have the identified damages assessed by an independent expert and invoice the Lessee with the required repair costs as determined in the expert's report.
- f) The Lessee is obliged to return the vehicle with a full fuel tank or with a drive battery charged to at least 10%.
- g) Insofar as the Lessee returns the vehicle without a correspondingly full fuel tank or fully charged battery, upon vehicle return the Lessor shall fill or charge the vehicle to the contractually required level on the Lessee's behalf as per f) of this section. The Lessor shall invoice a price per litre as per the respective valid version of the "Short-term rental" price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>). The Lessee is entitled to prove that no damage was incurred at all or that the damage was significantly lower than the fee invoiced by the Lessor.
- h) The Lessee is liable according to legal provisions if they return the vehicle late. If the rate for the rented vehicle class or the rented vehicle model has increased following conclusion of contract, the Lessee is obliged to pay the increased rental price for the time exceeding the contract term.
- i) If the Lessee fails to return the vehicle or the vehicle key to the rental station by the expiry of the agreed rental term, including if they are not at fault, the Lessor is also entitled to ensure the return of the vehicle at the Lessee's expense (recovery). If the vehicle is indeed returned in due time but necessary vehicle documents and/or vehicle keys are returned late, this is also classed as late return. The Lessor is also entitled to recover the vehicle by commissioning a third party (service provider) or initiate judicial or official measures (recovery action, criminal charges, etc.) in order to ensure immediate return of the vehicle.
- j) In the case of recovery of the rental object by the Lessor or a third party, the Lessee shall be liable for all resulting costs incurred including road use fees, unless the Lessee proves that the Lessor incurred no or significantly lower costs and/or damages. Further damage claims are not excluded.
- k) Furthermore, the Lessee is obliged to pay a "recovery lump sum" contractual penalty as per the respective valid version of the "Short-term rental" price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>).

3. Night deposit box and return outside of business hours

- a) In individual cases in agreement with the Lessor, it is possible to return the vehicle outside of business hours, by using the night deposit box.
- b) The vehicle shall in any case be parked on the station premises or at a location agreed upon with the Lessor.
- c) If in agreement with the Lessor the Lessee parks the vehicle on the Lessor's premises within their rental term but outside the business hours of the respective return station (return offer), they shall place the vehicle key(s) in the night deposit box provided. Alternatively, with prior agreement they can deposit the key(s) for the Lessor with the car dealership staff. The Lessor's business hours are displayed in the respective station and can deviate from the car dealership's business hours.
- d) Parking the vehicle on the station premises and placing the key(s) in the night deposit box or depositing the key(s) with the car dealership staff does not constitute receipt of the vehicle.
- e) Vehicle receipt is only concluded upon physical acceptance of the rental vehicle at the beginning of the business hours of the respective rental station on the respective working day or next working day and following inspection of the vehicle by the Lessor's employees. If the Lessee fails to leave the vehicle at the location agreed upon with the Lessor, the return offer is considered to not be fulfilled.
- f) The Lessee is liable for any damages to the vehicle which arise in the period between the return offer and acceptance in the same way as they would be for damages arising during the rental term.

V. Vehicle keeper, authorised drivers

1. Vehicle keeper

- a) The vehicle is registered to the Lessor.
- b) The Lessor is the keeper of the vehicle.

2. Authorised drivers

- a) The vehicle may only be driven by the Lessee themselves and by the authorised drivers as named in the rental contract. Fees are charged for additional drivers named in the rental contract in accordance with the “Short-term rental” price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>).
- b) The Lessee shall oblige all drivers unto whom they entrust the vehicle to comply with the provisions of these AVB and to ensure that they are in possession of a valid driving license. The Lessee shall verify this at regular intervals and confirm and prove this to the Lessor upon request. The Lessee shall bear responsibility for the driver’s conduct as if it were their own. All rights and obligations arising from this agreement apply in favour and to the detriment of the authorised driver.
- c) Furthermore, the Lessee shall only allow such persons to use the vehicle as are in a fit state to drive (not under the influence of alcohol and/or other drugs, no medical conditions which impair ability to drive, etc.).
- d) It is mandatory to provide the original driving license of any additional drivers upon collection of the vehicle.
- e) Reference is otherwise made to the provisions in Section IV No. 1 d) i. - iv. of these AVB.

VI. Vehicle use and vehicle exchange

1. Vehicle use

- a) Known pre-existing damages to the vehicle are specified in the rental contract upon transfer of the vehicle. The Lessee shall carefully inspect the vehicle for further damages prior to commencing use and notify the Lessor immediately.
- b) The vehicle shall only be used on public thoroughfares. In particular, the Lessee shall not use the vehicle off-road, for driver training exercises, driving safety training, in connection with motorsport/motor racing or on racetracks, to transport passengers as per the Public Transport Act (PBefG), or to transport hazardous goods. Furthermore, subletting and any other use not originally intended are also not permitted.
- c) Transportation of animals is only permitted for pets and only in appropriate transport containers.
- d) The Lessee is liable for intentionally and negligently caused soiling of the vehicle. The cleaning costs incurred for any special cleaning of the vehicle as may be required in case of soiling shall be invoiced to the Lessee as a fixed fee according to the respective “Short-term rental” price list (special cleaning) (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>). If the necessary cleaning costs exceed the fixed fee, the Lessor reserves the right to invoice the excess costs to the Lessee.
- e) The Lessor’s vehicles are non-smoking vehicles. Smoking and vaping in the vehicle are prohibited. The cleaning costs incurred for any special cleaning of the vehicle as may be required in case of violation shall be invoiced to the Lessee as a fixed fee according to the respective “Short-term rental” price list (special cleaning) (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>).
- f) The transportation of hazardous/toxic substances is prohibited.
- g) The Lessee is obliged to treat the vehicle carefully and properly in accordance with the manufacturer’s operating instructions - including the prescribed fuel, battery charging and maintenance of the drive battery (in particular not immediately using the vehicle after fully charging and deep discharging the battery) - and in accordance with legal provisions, and to maintain the vehicle in an operational and roadworthy condition. Oil and water levels, tyre pressure and other vehicle-specific additives shall be checked regularly during the rental term and refilled in accordance with the manufacturer’s instructions/vehicle manuals and as per the gauges in the vehicle. The Lessee shall provide windscreen washer fluid at their own expense.
- h) The Lessee is obliged to regularly check the vehicle’s tyres for wear and in particular to check the allowed minimum tread and to notify the Lessor immediately of any damage or wear which occasions a change.
- i) When charging an electric or hybrid vehicle, the Lessee shall strictly adhere to the vehicle instruction manual of the vehicle to be charged and the accessories to be used (e.g. charging cable) as well as any instructions on the charging stations regarding the use thereof. The use of charging cables or other accessories that are not certified according to established standards (e.g. CE labelling), are not authorised for use for the respective vehicle or charging station according to the information provided thereon, or are damaged, is prohibited.

Should claims be made against the Lessor for improper use of or damage to the charging station, the Lessor shall invoice any such expenses incurred to the Lessee.

- j) The Lessee is not permitted to carry out any technical and/or optical changes, modifications, improvements, tuning, apply stickers to, or repaint, the vehicle without the express written permission of the Lessor. Modifications to the vehicle functions/parts may not be deactivated/removed.
- k) Should the Lessee nevertheless have made such modifications, they are obliged to remediate them prior to returning the vehicle without request and in full, and at their own expense. In this respect, they are thus liable to the Lessor for any damages, impairments or reductions in value to the rental object. Should the Lessee fail to fulfil these obligations, the Lessor shall invoice them with the costs incurred for such remediation.
- l) The Lessor provides no guarantee for the usability of the vehicle in restricted access and through-passage areas, such as areas with bans on the entry of certain vehicles and/or environmental zones.
- m) The Lessee shall familiarise themselves with the vehicle's warning and control lights and their respective meaning prior to travel.

2. Change of vehicle

- a) The Lessor can, with compelling reasons, exchange the vehicle transferred to the Lessee as per the rental agreement for another vehicle from the same contractually agreed vehicle category of the same model (subject to availability) or a similar model with comparable specifications. A compelling reason is given in particular if the rental vehicle is removed from the fleet, in case of delays in the planned rental term for courtesy car rental, or due to circumstances which are within the remit of the Lessor or one of their business partners.
- b) At the discretion of the Lessor, the exchange vehicle can be an electric vehicle or conventional combustion engine vehicle, irrespective of the drive type of the previously rented vehicle.
- c) The Lessor shall make every effort to notify the Lessee in due time prior to the planned exchange. The Lessee and Lessor shall agree on the time and place of the vehicle exchange. The Lessee is obliged to return the vehicle used by them to Germany (mainland without islands) to be exchanged by the Lessor at that time. The Lessee shall only not incur additional rental costs if the exchange is carried out in Germany (mainland without islands). A vehicle exchange abroad shall only be performed with the Lessor's prior consent. In this event, the Lessee shall be liable for all costs actually incurred for the vehicle exchange.

VII. Travel abroad

1. The Lessee is entitled to use the vehicle in those European countries as listed and not struck through on the international insurance card. The international insurance card can be found in the vehicle. Should it not be present, it is possible to request the international insurance card at the rental station. The Lessor's prior consent must be requested for the use of the vehicle outside Germany. Service fees according to the respective valid "Short-term rental" price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>) can be incurred.
2. In the event of a violation of the conditions for travel abroad, all insurances and contractual liability reductions shall lose their validity.
3. The Lessee is obliged to inform themselves of differing legal regulations regarding use and permitted operating durations of vehicles and to check the validity of the international insurance card (green card) before embarking on travel to other European countries. Any additionally required safety accessories (e.g., sufficient high visibility vests) shall be procured by the Lessee at their own cost and transported in the vehicle.
4. The third-party insurance cover complies with the legally prescribed insurance cover in the respective country, however at least the cover as agreed upon in the contract. Export/import documents must be retained in any case.
5. In the event of repairs, the Lessee shall take the vehicle to a repair workshop previously approved by or agreed upon with the Lessor (e.g. authorised workshop). Following approval of repairs by the Lessor, the vehicle shall be repaired on behalf of and invoiced to the Lessor insofar as the Lessee is not liable for those costs. Insofar as the foreign workshop shall only release the repaired vehicle against payment of the repair costs, the Lessee shall initially bear those costs themselves.
6. The Lessor is entitled to initially disburse fines at their own cost in case of fines levied abroad. The Lessee shall reimburse the expenses to the Lessor immediately upon receipt of an invoice. Section IX of these AVB applies accordingly.

VIII. Conduct in the event of damages, theft and statute of limitation for claims

1. In the event of a breakdown, an accident, or a similar situation, the Lessee is obliged to immediately contact the Lessor's emergency hotline on +49 4282 789 9410. The emergency service shall then take all necessary measures upon arrival at the scene in order to enable further travel and to recover the vehicle. The Lessee shall cooperate in ensuring a smooth procedure.
2. Each claim (in particular accidents, fire, vandalism, wild animal damage, theft, natural hazard damages or other damages) shall be notified to the Lessor immediately after occurrence in writing via email to schaden@vwfs-rac.com. The Lessee is obliged to fill out the claim form provided to them by the Lessor in its entirety and return it signed to the Lessor. In the event that the Lessee fails to fulfil this obligation in part or entirely, they become liable to the Lessor for the damages which result from the fact that the Lessor's claims for damages cannot or can only partially be asserted due to the insufficient documentation provided by the Lessee.
3. The police shall be called in the event of any accident, theft, fire, natural hazard damage or wild animal damage and it must be ensured that the matter, possible injuries of those involved in an accident, and the material damages be recorded by the police. Evidence (incl. witnesses) must be secured and the names and addresses of those involved noted. The Lessee shall ensure that the cause of the damage and the circumstances of the accident are properly clarified.
4. The Lessee is prohibited from admitting fault or pre-empting the adjustment of potential liability claims by making payments or acting in any other way which constitutes an admission of liability and/or fault. If and insofar as the Lessee makes an admission of fault to their detriment, they shall be liable for the resulting legal consequences (e.g., compensation for fault for an accident assumed by the Lessee).
5. The Lessee may only have repairs carried out on the rental vehicle with the express prior consent of the Lessor by a workshop approved by the manufacturer.

IX. Tolls, fines and other fees

1. The Lessee is liable for all costs in conjunction with fees levied for the use of thoroughfares subject to charges (in particular any tolls according to the Federal Trunk Road Toll Act) and shall themselves fulfil all obligations to cooperate in connection with the levying of fees. The Lessee is liable for all fees, charges, fines (such as due to administrative offences) and penalties incurred in conjunction with the use of the vehicle as are claimed against the Lessor, with the exception of road tax and radio licence fees.
2. Insofar as claims are raised by third parties (authorities, private companies) against the Lessor for non-payment or late payment of public-law fees, charges, duties, taxes, penalties, fines, costs and/or private-law use and parking charges, contractual penalties, towing costs etc., the Lessee is obliged to exempt the Lessor therefrom upon their first request made in writing and to reimburse the Lessor for any incurred outlays and necessary expenses upon first written request.
3. The Lessee shall exempt the Lessor from all third-party claims, in particular from authorities, in the event of infringements of Section IX No. 1 and 2 of these AVB.

X. Insurances

The rented vehicle has a third-party motor insurance with a cover of one hundred (100) million Euro (max. fifteen (15) million Euro) per injured person, and is restricted to domestic travel and travel in those countries as stipulated under Section VII of these AVB.

XI. Lessee's liability and liability reduction

1. Lessee's liability

- a) The Lessee is liable to the Lessor for all damages, losses and costs incurred by the Lessor as a result of infringements of these AVB.
- b) During the rental term, the Lessee is liable to the Lessor for all damages to the vehicle (in particular accidents, wild animal damage or breakdowns, damages resulting from improper treatment or damages resulting in loss of value) which exceed normal wear and tear during the rental term insofar as the Lessee or respective driver is responsible. Improper treatment is constituted in particular if the vehicle is treated/operated contra-

ry to the manufacturer's operating instructions or the Lessee failed to heed the vehicle's warning and control lights.

- c) The Lessee is also liable for the loss (including disappearance and confiscation) of the vehicle and for all breaches of duty as per the contract insofar as the Lessee or respective driver is responsible.
- d) The Lessee's liability also extends to collateral damages, consequential damages, ancillary costs, and necessary expenses. They can include assessors' fees, towing costs, value reductions, and lost rental income.
- e) The Lessee is also fully liable for intentionally or negligently caused tyre damage. The Lessee is also liable for excessive tyre wear. Excessive tyre wear can, for example, result from street racing, smoking tyres, drifting, or similar use or signs of overstress.

2. Liability reduction

- a) Upon conclusion of contract, the Lessee has the option of concluding vehicle insurance with reduced liability. In this case, the vehicle insurance cover comprises fully comprehensive and third-party fire and theft insurance. The liability reduction is applicable depending on the category (3rd party or fully comprehensive) in the event of a claim.
 - i. The 3rd party cover includes:
 - (1) Broken glass damages
 - (2) Fire and explosions
 - (3) Misappropriation due to theft and robbery
 - (4) Natural hazard damages (storm, hail, lightning, avalanche, flood, mudflows, landslide)
 - (5) Collision with animals
 - (6) Short circuit damages to cabling
 - (7) Animal bites incl. consequential damages
 - (8) Ferry transportation
 - ii. The fully comprehensive cover includes:
 - (1) All 3rd party damages
 - (2) Accident damages (including own fault)
 - (3) Wilful or malicious damages by unknown persons (vandalism)
- b) The liability reduction is agreed upon conclusion of contract. Where liability reduction is agreed, it shall be stipulated in the respective individual rental contract together with the agreed excess sum.
- c) The liability reduction is calculated separately for each claim.
- d) Upon agreement of a liability reduction, the Lessee shall only be liable for the contractually agreed liability reduction sum per claim. Brake damage, breakdown and simple breakages do not, however, qualify as accident damages and are not insured. The liability reduction particularly does not apply to damages caused by improper treatment and/or operation of the vehicle, for instance due to improper gearshifting, filling with the wrong fuel, incorrect charging or treatment of the drive battery contrary to the manufacturer's specifications, or unsecured/incorrect loads. This also applies to tyre damage resulting from improper driving.
- e) Upon conclusion of a liability reduction, the Lessee is liable in full for all damages resulting from the use of the vehicle by an unauthorised driver or from the use of the vehicle for prohibited purposes and/or in prohibited locations. This does not apply if a third party gains access to the vehicle against or without the will of the Lessee and the Lessee had taken all reasonable security measures (e.g., locking the vehicle upon leaving it, windows closed. etc.). In the event that the Lessee fails to stop after an accident or breaches their obligations as per Section VIII of these AVB, they are also fully liable, unless the breach had no influence on the determination of the damage claim. The Lessee has full liability in the event of a breach of a contractual obligation if they intentionally caused the damage. If the damage is a result of the Lessee's gross negligence, they shall be liable in accordance with the severity of their fault. The Lessee's right is reserved to prove that no or lesser damages are incurred or that they had a lesser degree of fault.
- f) Liability reduction terminates upon expiry of the contract term. The Lessee bears unrestricted liability for all damages which occur after expiry of the contract term, irrespective of their obligation to pay rental interest.
- g) The aforementioned also applies to the Lessee's agents and other users to whom use of the vehicle can be attributed.

4. Passenger accident insurance

The Lessee can conclude passenger accident insurance for the driver with cover of twenty-six thousand (26,000.00) EUR in the event of death and cover of fifty-two thousand (52,000.00) EUR in the event of invalidity.

XII. Lessor's liability and liability limitation

1. The Lessor's strict liability for compensation (German Civil Code Section 536a) for defects present upon conclusion of contract is excluded for companies. Furthermore, liability according to Section 536a 1.1. of the German Civil Code is excluded for consumers insofar as the injury to life, limb or health is due to a moderately or mildly negligent breach of significant contractual obligations (obligations which must be fulfilled for the contract to be properly implemented whatsoever and in which the Lessee regularly has and can have faith in) by the Lessor.
2. Compensation claims due to the breach of significant contractual obligations is limited to contractually-typical, foreseeable damages.
3. This liability restriction also applies to the Lessor's agents.

XIII. Maintenance, wear and repairs, UVV inspection, Service and emissions test

1. The Lessor shall cover the costs of maintenance and wear repairs, AdBlue®, UVV (accident prevention regulation) inspections, and service and emissions inspections. Excepted from this are the costs for vehicle care, replacement or refilling of additives, in particular windscreen washer fluid, and brake fluid outside the service intervals stipulated by the manufacturer, fuels, actuating current, glass and paint damages and damages to superstructures or special fittings, as well as consequential damages. Special fittings are additional fittings which were not provided by the vehicle manufacturer or dealer or which are not supplied as part of the rental contract.
2. Insofar as repairs become necessary to maintain the operational safety and roadworthiness of the vehicle or prescribed servicing/MOT, UVV inspection or service and emissions inspections are due during the rental term, such repair and maintenance/inspection work may only be commissioned by the Lessee with a workshop in Germany approved by the manufacturer (e.g., authorised workshop) if the Lessor has given express prior consent. Once approved by the Lessor, the vehicle shall be repaired on behalf of and invoiced to the Lessor.
3. Where vehicles with AdBlue® tanks are rented, the Lessee shall check the AdBlue® tank levels.
4. The Lessee shall ensure that the vehicle is professionally inspected to be in a roadworthy condition at least once a year as per BGV D 29 § 57. The Lessor is liable for these costs.
5. The Lessee shall ensure that an authorised workshop is commissioned in due time. They shall otherwise be liable for any claims resulting from the delay (e.g. fines). However, the Lessee is not liable for delays in the performance of the work for which they are not responsible.
6. In the event that the rental vehicle is not available to the Lessee due to wear repairs for which the Lessor is liable or due to the repair of damages for which the Lessee is proven to not be at fault, the Lessee shall be provided with a replacement vehicle of at least the same class by the Lessor. The replacement vehicle shall be provided within Germany (without islands) without transport costs for the Lessee. The Lessor shall make every effort to provide a replacement vehicle abroad or on the German islands. Should the Lessor be unable to provide a replacement vehicle locally via partner stations, they shall provide a replacement vehicle from Germany. A vehicle exchange abroad shall only be performed with the Lessor's express prior consent. The transport and operation costs for the provision of a replacement vehicle from Germany are payable by the Lessee.

XIV. Lessee's duty of notification and password protection

1. The Lessee is obliged to immediately notify the Lessor of changes to their name, the invoice recipient's address, bank details and any changes to their company's registered address, legal form, business circumstances or contingent liabilities.
2. The Lessor shall invoice the Lessee with a fixed handling fee as per the "Short-term rental" price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>) as valid upon conclusion of contract for the changes of data.
3. Insofar as the Lessor has provided the Lessee with login details, usernames or passwords for such purposes, they shall be protected from unauthorised access and shall be treated with strict confidentiality. The Lessee shall immediately notify the Lessor should they become aware of possible or actual misuse of said data.

XV. Termination of the rental contract

1. Ordinary termination

Ordinary termination is excluded during the agreed term of the rental contract.

2. Exceptional termination

- a) Each contractual partner can terminate the contract for exceptional reasons. The Lessor has a justified right to exceptional termination in particular if
 - i. the Lessee is in default with the payment of the rental fee for two consecutive deadlines or with the payment of a not inconsiderable part of the rental fee; or
 - ii. the Lessee is, in a period which extends beyond two deadlines, in default with the payment of a sum which adds up to the rental fee for two months; or
 - iii. the Lessee infringes the rights of the Lessor to such a considerable extent that the vehicle is at significant risk due to the Lessee neglecting to fulfil their duty of care or by unauthorisedly entrusting the vehicle to a third party (in particular through unauthorised subletting) and continues with this conduct despite warning from the Lessor; a warning is not required if it clearly does not promise any success or immediate termination for exceptional reasons is justified having weighed up mutual interests; or
 - iv. upon conclusion of the contract, the Lessee provides incorrect information or fails to disclose facts and the Lessor cannot be expected to continue the contract; or
 - v. the Lessee fails to provide the vehicle promptly for exchange, in particular according to Sections VI No. 2 and XIII No. 6 of these AVB; or
 - vi. the Lessee uses the vehicle abroad without the prior consent of the Lessor according to Section VI of these AVB; or
 - vii. the Lessee severely breaches provisions of these AVB.
- b) If the Lessor terminates the contract for exceptional reasons as per Section XV No. 2a) of these AVB, the Lessee is thereby obliged to return the vehicle immediately, as stipulated in Section IV No. 2 of these AVB.
- c) Insofar as the termination is occasioned by contractual breaches on the part of the Lessee, they are obliged to compensate for the losses due to the termination.

3. Form

If a party exercises their right to termination, they shall do so in writing.

XVI. Data protection and data in navigation and mobile and built-in positioning systems (GPS)

1. The Lessor's vehicles are generally fitted with a technology allowing the Lessor to locate the vehicle. The Lessor shall process or commission a third party to process the GPS coordinates and speeds if the Lessee does not return the vehicle within the agreed rental term or uses the vehicle other than for the contractually agreed use, in the vicinity of national borders or port areas, or in accident or other emergency situations. The collection, saving and processing of this data serves solely to protect the Lessor's vehicle fleet, to ensure the Lessee's safety and support them, and to protect the Lessor's contractual rights and is performed in accordance with Art. 6 Para. 1 lit. f GDPR. The Lessor hereby indicates that they may be obliged to provide this data in accordance with instructions from governmental agencies. In some countries and sectors, legal requirements or provisions also apply which require GPS tracking of vehicles. The overriding justified interest of the Lessor can therefore be in conforming with these provisions and laws.
2. Furthermore, the Lessor's vehicles are generally fitted with a telematics system as standard. In the event of an accident, it automatically sends a previously defined dataset to the emergency number 112 and simultaneously creates an audio connection. The dataset includes the time of the accident, the exact coordinates of the accident location, the direction of travel (important on motorways and in tunnels), the vehicle ID, the service provider ID, and the eCall qualifier (triggered automatically or manually). The optional transfer of data from onboard safety systems such as the severity of the accident and the number of passengers, whether safety belts were fastened and whether the vehicle has overturned is possible. This data serves the purpose of accident analysis and safety. This data is processed in accordance with Art. 6 Para. 1 lit. c GDPR, and in the case of accident analysis and safety in accordance with Art. 6 Para. 1 lit f GDPR. Further information can be found in the vehicle handbook.

3. The Lessor's vehicles may in individual cases be fitted with information and communications systems as standard, such as navigation devices and mobile phone systems. That is not intended to serve the purpose of collecting the Lessee's or driver's personal data. The Lessee is therefore obliged to reset the vehicle's information and communication system to the factory settings before returning the vehicle at the end of the rental term and thereby delete all personal data from the navigation devices and mobile phone systems. A corresponding instruction manual is provided in the vehicle. Insofar as the Lessee has carried out modifications which were not or cannot be removed by reinstating the factory settings, the Lessee is liable for all costs incurred in the removal and reinstatement of the default factory condition.

Further general information on data protection can be found at the following links: <https://www.volkswagen.de/de/mehr/rechtliches/datenschutzerklaerungen.html> and <https://euromobil.de/datenschutzhinweise/>

XVII. Notice according to § 36 Act on Alternative Dispute Resolution in Consumer Matters

The Lessor shall not participate in dispute resolution proceedings before a consumer dispute resolution board according to VSBG and is also not obliged to do so.

XVIII. Other

1. Special offers

Special offers can temporarily deviate from the General Terms and Conditions of Rental. Special offers must be made in writing. The conditions are subject to the respective special offer.

2. Clause requiring the written form

No oral subagreements shall apply. The initiation of the contract, amendments to the contract, and subagreements must be made in writing. This can be replaced by the electronic form insofar as authenticity and counterfeit protection of the signature are guaranteed. § 305b BGB remains unaffected.

3. Place of jurisdiction and applicable law

The parties agree on Hanover as the place of jurisdiction for all legal disputes arising from this contractual relationship insofar as no exclusive place of jurisdiction is justified. Only the laws of the Federal Republic of Germany shall be applicable.

4. Severability clause

Should provisions of these AVB be entirely or partially invalid or unenforceable or become invalid or unenforceable, the validity of the remaining provisions of these AVB shall not be affected. The invalid or unenforceable provision shall be substituted by the valid and enforceable regulation which most closely fulfils the economic objective as pursued by the contractual parties with the invalid or unenforceable provision.

Part B - Rental via machine

I. Special rental conditions for rental via machine

1. Rental contracts can also be concluded via rental machine via the Audi Service Station (ASS). The prerequisite to do so is that the Lessee undergoes a legitimisation upon first rental and is in possession of a valid original driving licence. Upon every subsequent rental, the Lessee shall confirm the unaltered status of their driving licence and shall immediately notify the Lessor of any change to their driving licence status and/or personal data. Should the Lessee breach any one of these obligations, they shall be liable towards the Lessor for all resulting and resulted detrimental effects and damages and exempts the Lessor from all third-party claims, in particular from the third party liability insurer's recourse claims.
2. Vehicles can be rented using ASS by completing the registration process in the ASS menu.

3. The rental contract for the selected vehicle is concluded according to the selected rate features upon provision of the vehicle keys by the machine.
4. The Lessee authorises the Lessor to use the credit card details entered to collect all charges arising from the rental contract(s) concluded via ASS including the excess in the event of an accident for which the Lessee is at fault.
5. The Lessee is obliged to fulfil all requirements of the Lessor arising from a vehicle rental contract concluded using the Audi Service Station, irrespective whether the Lessee themselves or an unauthorised third person concluded the rental contract using the Audi Service Station.

II. Supplementary data protection notices

1. Special data protection notice for use of the Audi Service Station The data entered into the Audi Service Station by the Lessee (e.g. date and length of rental, name, address and further contact details) shall be saved on an IT system of AUDI AG for the purposes of processing the vehicle reservation.
2. The data relevant to the reservation can be accessed exclusively by the Lessor.
3. In order to complete the rental contract for the reserved vehicle, the data collected shall be processed within the Lessee's Audi partner's data systems. This data shall only then be forwarded to third parties where legally required or if the Lessee has given express prior consent. Additionally, in the event of an insurance claim the Lessee's data can be forwarded to the responsible insurance company and the person entrusted with handling the claim (e.g. expert) insofar as this is required to handle the claim in the specific case.
4. The Lessee has the right to request information as to which data the Lessor saves about them and for what purpose. Furthermore, they can request that incorrect data be rectified or for data to be deleted if it is not permitted to be saved or its saving is no longer necessary. The Lessee can contact the Lessor at any time for information, requests and suggestions regarding data protection. The Lessor's data protection officer is happy to provide information or receive suggestions on this subject.

The address is:
Euromobil GmbH
Hansestraße 12
27419 Sittensen

III. Other

The above General Terms and Conditions of Rental of the Lessor apply mutatis mutandis in the version valid upon concluding the machine rental contract.

Valid 29.10.2023
Changes and errors reserved.